

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER

PAGE 1 OF 27

2. CONTRACT NO.
GS-10F-0260P3. AWARD/EFFECTIVE DATE
15-Aug-20054. ORDER NUMBER
HQ0006-05-F-0015

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION
INFORMATION CALL:

a. NAME

b. TELEPHONE NUMBER (No Collect Calls)

8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY

MISSILE DEFENSE AGENCY (MDA)
CONTRACTS DIRECTORATE
7100 DEFENSE PENTAGON
WASHINGTON DC 20301-7100

TEL: (703) 882-6295

FAX: (703) 882-6356

15. DELIVER TO

CODE

SEE SCHEDULE

17a. CONTRACTOR/ OFFEROR

CODE 1WL06

TIBURON ASSOCIATES INC.
V. DIANE CURREN
2111 WILSON BLVD SUITE 700
ARLINGTON VA 22201-1305

TEL: (703) 875-8785

FACILITY
CODE☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT
SUCH ADDRESS IN OFFER

19. ITEM NO.

20. SCHEDULE OF SUPPLIES/ SERVICES

SEE SCHEDULE

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

10. THIS ACQUISITION IS

☒ UNRESTRICTED☐ SET ASIDE: % FOR☐ SMALL BUSINESS☐ HUBZONE SMALL BUSINESS☐ 8(A)

NAICS: 541618

SIZE STANDARD:

16. ADMINISTERED BY

SEE ITEM 9

18a. PAYMENT WILL BE MADE BY

CODE HQ0347

DFAS - INDIANAPOLIS CENTER
ATTN: VENDOR PAY
DEPARTMENT 3800
8899 EAST 56TH STREET
INDIANAPOLIS IN 46249-380018b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK
BELOW IS CHECKED ☒ SEE ADDENDUM

21. QUANTITY

22. UNIT

23. UNIT PRICE

24. AMOUNT

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

\$93,887.00☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.ADDENDA ☐ ARE ☐ ARE NOT ATTACHED☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN

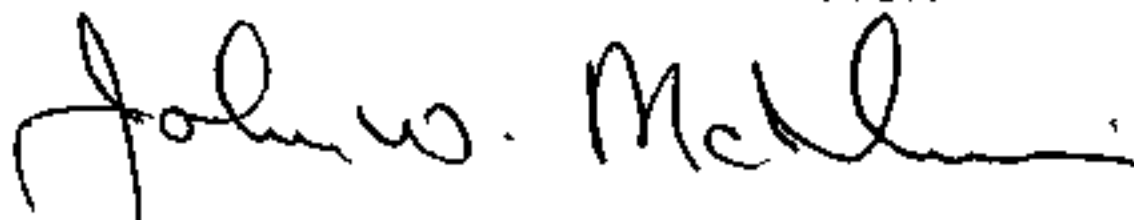
2 COPIES

☒ TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS
SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS
SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE

☐ OFFER DATED YOUR OFFER ON SOLICITATION
(BLOCK 6), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE
SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR



30b. NAME AND TITLE OF SIGNER

(TYPE OR PRINT)

John W. McEwen
VP

30c. DATE SIGNED

8/22/05

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)



31c. DATE SIGNED

9/7/05

31b. NAME OF CONTRACTING OFFICER

(TYPE OR PRINT)

Marc Lesser
Contracting Officer

TEL:

EMAIL:

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLESTANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA
FAR (48 CFR) 53.212

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

PAGE 2 OF 27

19. ITEM NO.

20. SCHEDULE OF SUPPLIES/ SERVICES

21. QUANTITY

22. UNIT

23. UNIT PRICE

24. AMOUNT

SEE SCHEDULE

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

3. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

8. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

1a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT
1b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002) BACK
Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		82,887	Dollars, U.S.	\$1.00	\$82,887.00

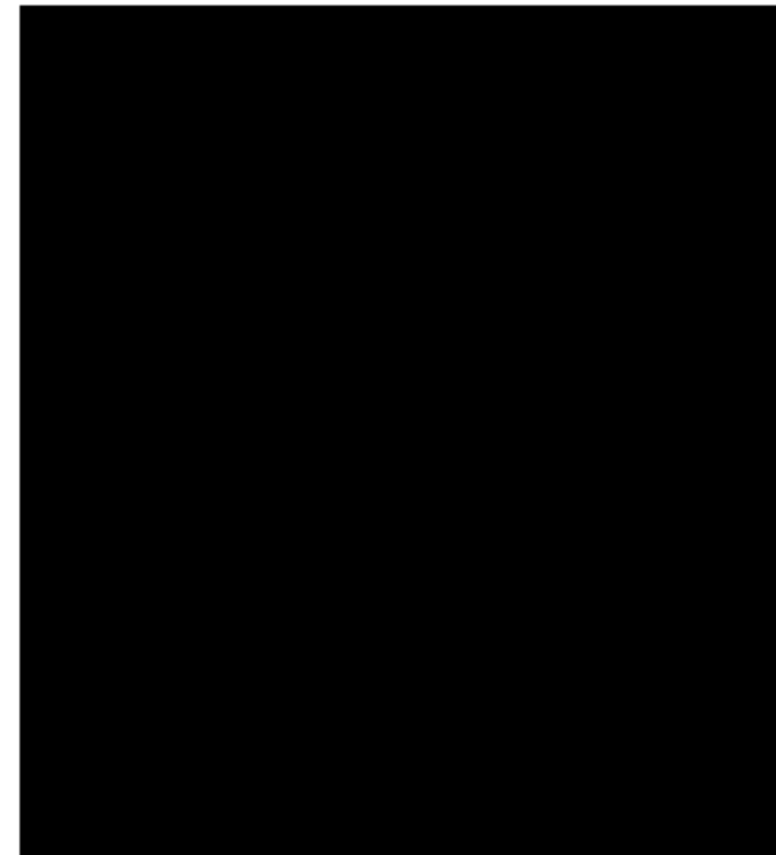
Joint Defense Manufacturing Tech Panel

T&M

Services in support of the Directorate of Manufacturing and Producibility (MP), Missile Defense Agency in accordance with the Statement of Work (SOW), Attachment 1. The contractor shall provide services for a period of 12 months in accordance with the Labor Qualifications and Rates Matrix, Attachment - and the Contractor's Management Plan (Attachment -).

The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to invoice for the actual hours worked in accordance with the table below. The hours are estimated and thus variable; the rate is fixed.

Job Classification	Est. Hours
Program Director	60.0
Program Manager	360.0
Senior Principal Engineer	20.0
Engineer	70.0
Project Analyst	166.0



TOT ESTIMATED PRICE

\$82,887.00

CEILING PRICE

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	For Funding Information Only T&M				
TOT ESTIMATED PRICE					\$0.00
CEILING PRICE					
ACRN AA Funded Amount					\$82,887.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Other Direct Costs (ODC) COST		Lot		
ODCs to support MDA/MP (JDMTP) in accordance with the SOW (Attachment 1) Travel not-to-exceed (NTE) estimated cost per period of performance.					
ESTIMATED COST					\$11,000.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201	For Funding Information Only COST				
ESTIMATED COST					\$0.00
ACRN AB Funded Amount					\$11,000.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Contract Data Requirements List (CDRL) FFP		Lot		NSP

Provide data and reports for CLINs 0001 and 0002 in accordance with the CDRL Exhibit A, DD Form 1423-1. NOT SEPARATELY PRICED.

NET AMT

Funded Amount

\$0.00

FOB: Destination

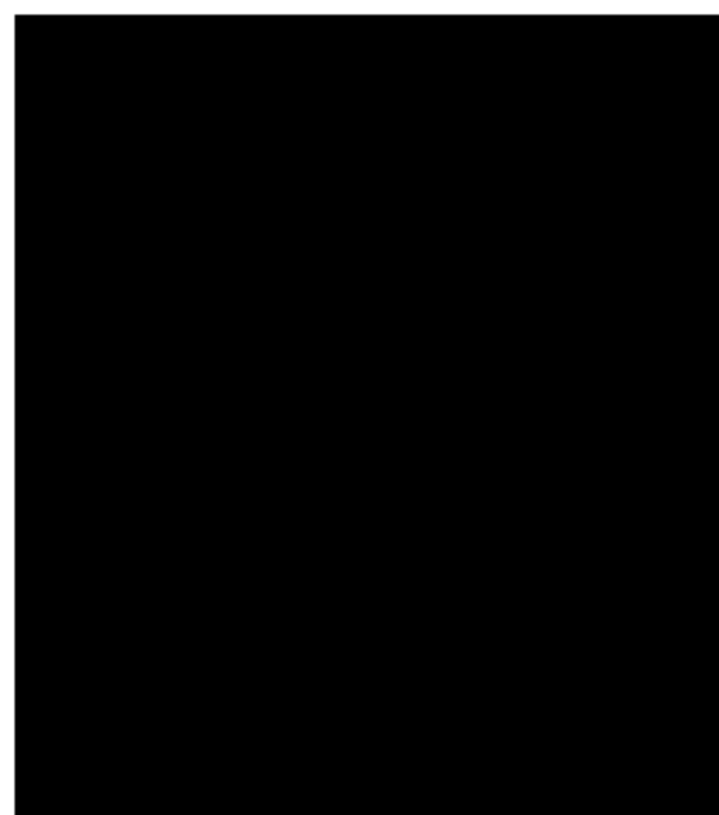
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101		85,788	Dollars, U.S.	\$1.00	\$85,788.00

OPTION Joint Defense Manufacturing Tech Panel
T&M

Services in support of the Directorate of Manufacturing and Producibility (MP), Missile Defense Agency in accordance with the Statement of Work (SOW), Attachment 1. The contractor shall provide services for a period of 12 months in accordance with the Labor Qualifications and Rates Matrix, Attachment - and the Contractor's Management Plan (Attachment --).

The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to invoice for the actual hours worked in accordance with the table below. The hours are estimated and thus variable; the rate is fixed.

Job Classification	Est. Hours
Program Director	60.0
Program Manager	360.0
Senior Principal Engineer	20.0
Engineer	70.0
Project Analyst	166.0



TOT ESTIMATED PRICE

\$85,788.00

CEILING PRICE

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102			Lot		
OPTION	Other Direct Costs (ODC's) COST				
	ODCs to support MDA/MP (JDMTP) in accordance with the SOW (Attachment 1). Travel not-to-exceed (NTE) estimated cost per period of performance.				
				ESTIMATED COST	\$11,000.00
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103			Lot		NSP
OPTION	Contract Data Requirements List (CDRL) FFP				
	Provide data and reports for CLINs 0101 and 0102 in accordance with the CDRL Exhibit A, DD Form 1423-1. NOT SEPARATELY PRICED.				
				NET AMT	
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201		88,791	Dollars, U.S.	\$1.00	\$88,791.00

OPTION Joint Defense Manufacturing Tech Panel
T&M

Services in support of the Directorate of Manufacturing and Producibility (MP), Missile Defense Agency in accordance with the Statement of Work (SOW), Attachment 1. The contractor shall provide services for a period of 12 months in accordance with the Labor Qualifications and Rates Matrix, Attachment - and the Contractor's Management Plan (Attachment -).

The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to invoice for the actual hours worked in accordance with the table below. The hours are estimated and thus variable; the rate is fixed.

Job Classification	Est. Hours
Program Director	60.0
Program Manager	360.0
Senior Principal Engineer	20.0
Engineer	70.0
Project Analyst	166.0

TOT ESTIMATED PRICE

\$88,791.00

CEILING PRICE

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202			Lot		
OPTION	Other Direct Costs (ODC) COST				

ODCs to support MDA/MP (JDMTP) in accordance with the SOW (Attachment 1). Travel not-to-exceed (NTE) estimated cost per period of performance.

ESTIMATED COST

\$11,000.00

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0203			Lot		NSP

OPTION

Contract Data Requirements List (CDRL)
FFP

Provide data and reports for CLINs 0201 and 0202 in accordance with the CDRL
Exhibit A, DD Form 1423-1. NOT SEPARATELY PRICED.

NET AMT

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301		91,898	Dollars, U.S.	\$1.00	\$91,898.00

OPTION Joint Defense Manufacturing Tech Panel
T&M

Services in support of the Directorate of Manufacturing and Producibility (MP), Missile Defense Agency in accordance with the Statement of Work (SOW), Attachment 1. The contractor shall provide services for a period of 12 months in accordance with the Labor Qualifications and Rates Matrix, Attachment - and the Contractor's Management Plan (Attachment --).

The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to invoice for the actual hours worked in accordance with the table below. The hours are estimated and thus variable; the rate is fixed.

Job Classification	Est. Hours
Program Director	60.0
Program Manager	360.0
Senior Principal Engineer	20.0
Engineer	70.0
Project Analyst	166.0

TOT ESTIMATED PRICE
CEILING PRICE

\$91,898.00

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0302			Lot		

OPTION Other Direct Costs (ODC)
COST

ODCs to support MDA/MP (JDMTP) in accordance with the SOW (Attachment 1). travel not-to-exceed (NTE) estimated cost per period of performance.

ESTIMATED COST

\$11,000.00

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0303
OPTION

Lot

NSP

Contract Data Requirements (CDRL)

FFP

Provide data and reports for CLINSs 0301 and 0302 in accordance with the CDRL Exhibit A, DD Form 1423-1. NOT SEPARATELY PRICED.

NET AMT

Funded Amount

\$0.00

FOB: Destination

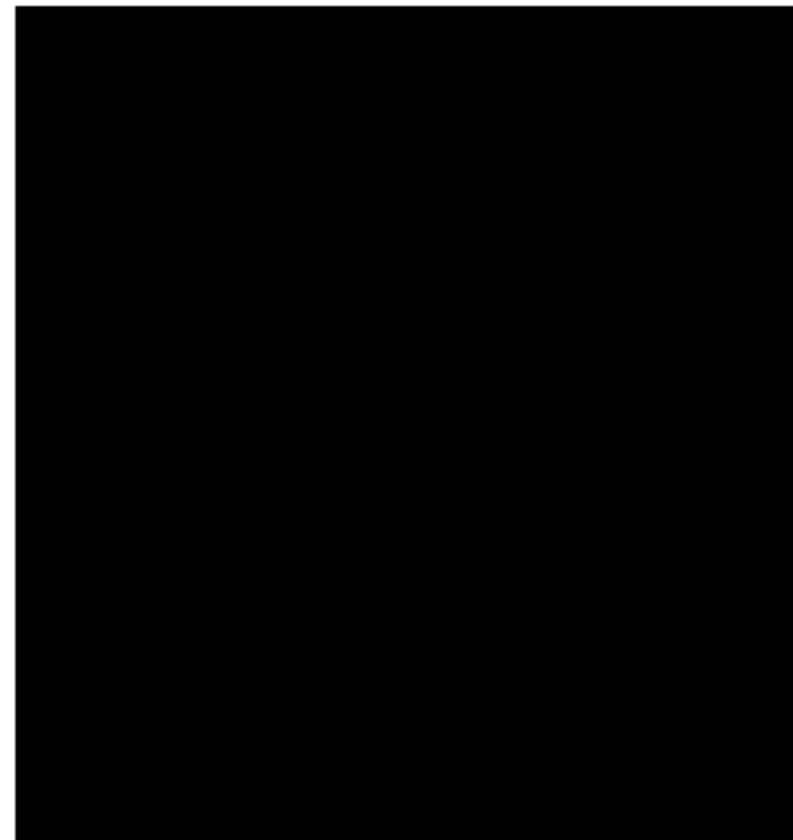
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0401		95,115	Dollars, U.S.	\$1.00	\$95,115.00

OPTION Joint Defense Manufacturing Tech Panel
T&M

Services in support of the Directorate of Manufacturing and Producibility (MP), Missile Defense Agency in accordance with the Statement of Work (SOW), Attachment 1. The contractor shall provide services for a period of 12 months in accordance with the Labor Qualifications and Rates Matrix, Attachment - and the Contractor's Management Plan (Attachment --).

The unit price hourly rate is an average of the total hours and total cost proposed for all labor categories. The Contractor is required to invoice for the actual hours worked in accordance with the table below. The hours are estimated and thus variable; the rate is fixed.

Job Classification	Est. Hours
Program Director	60.0
Program Manager	360.0
Senior Principal Engineer	20.0
Engineer	70.0
Project Analyst	166.0



TOT ESTIMATED PRICE

\$95,115.00

CEILING PRICE

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0402			Lot		

OPTION Other Direct Costs (ODC)
COST

ODCs to support MDA/MP (JDMTP) in accordance with the SOW, Attachment 1). Travel not-to-exceed (NTE) estimated cost per period of performance.

ESTIMATED COST

\$11,000.00

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0403	Contract Data Requirements List (CDRL)		Lot		NSP
OPTION	FFP				
	Provide data and reports for CLINs 0401 and 0402 in accordance with the CDRL Exhibit A, DD Form 1423-1. NOT SEPARATELY PRICED.				

NET AMT

Funded Amount

\$0.00

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
000101	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
000201	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0101	N/A	N/A	N/A	Government
0102	N/A	N/A	N/A	Government
0103	N/A	N/A	N/A	Government
0201	N/A	N/A	N/A	Government
0202	N/A	N/A	N/A	Government
0203	N/A	N/A	N/A	Government
0301	N/A	N/A	N/A	Government
0302	N/A	N/A	N/A	Government
0303	N/A	N/A	N/A	Government
0401	N/A	N/A	N/A	Government
0402	N/A	N/A	N/A	Government
0403	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 15-AUG-2005 TO 14-AUG-2006	N/A	N/A FOB: Destination	
000101	N/A	N/A	N/A	N/A
0002	POP 15-AUG-2005 TO 14-AUG-2006	N/A	N/A FOB: Destination	
000201	N/A	N/A	N/A	N/A
0003	POP 15-AUG-2005 TO 14-AUG-2006	N/A	N/A FOB: Destination	
0101	POP 15-AUG-2006 TO 14-AUG-2007	N/A	N/A FOB: Destination	
0102	POP 15-AUG-2006 TO 14-AUG-2007	N/A	N/A FOB: Destination	
0103	POP 15-AUG-2006 TO 14-AUG-2007	N/A	N/A FOB: Destination	
0201	POP 15-AUG-2007 TO 14-AUG-2008	N/A	N/A FOB: Destination	
0202	POP 15-AUG-2007 TO 14-AUG-2008	N/A	N/A FOB: Destination	
0203	POP 15-AUG-2007 TO 14-AUG-2008	N/A	N/A FOB: Destination	
0301	POP 15-AUG-2008 TO 14-AUG-2009	N/A	N/A FOB: Destination	
0302	POP 15-AUG-2008 TO 14-AUG-2009	N/A	N/A FOB: Destination	
0303	POP 15-AUG-2008 TO 14-AUG-2009	N/A	N/A FOB: Destination	
0401	POP 15-AUG-2009 TO 14-AUG-2010	N/A	N/A FOB: Destination	
0402	POP 15-AUG-2009 TO 14-AUG-2010	N/A	N/A FOB: Destination	
0403	POP 15-AUG-2009 TO 14-AUG-2010	N/A	N/A FOB: Destination	

ACCOUNTING AND APPROPRIATION DATA

AA: 9750400.2520 40603890C 2525 012123 BMDO0155580561
AMOUNT: \$82,887.00

AB: 9750400.2520 40603890C 2525 012123 BMDO0156381906
AMOUNT: \$11,000.00

BSSP

MDA BSSP CLAUSES

a. This is a Firm Fixed Price (FFP) Time & Material (T&M) order with cost provision. The T&M CLIN is CLIN 0001 (and respective CLINs for each option year). Other Direct Costs are addressed under CLIN 0002 (and respective CLINs for each option year). Deliverables are addressed under CLIN 0003 (and respective CLINs for each option year).

DFARS 252.232-7007 Limitation Of Government's Obligation (AUG 1993) is incorporated herein by reference and is applicable to CLIN 0001 (and respective CLINs for each option year) and any other T&M based CLIN that may subsequently be added to this order. In accordance with (IAW) DFARS 252.232-7007 paragraph a., for these item(s), the sum of \$82,887 of the total price is presently available for payment and allotted to this contract. IAW DFARS 252.232-7007 paragraph i. the parties contemplate that the Government will allot funds to this contract incrementally based on fiscal year availability of funds.

b. The contractor agrees to provide a firm fixed price hourly labor rates for CLIN 0001 (and respective CLINs for each option year). The CLIN 0001 fixed price extended for the actual number of labor hours provided covers all services that are part of the contractor's project plan and applicable staffing plan. The CLIN 0001 price will be determined on an individual labor category.

c. The parties mutually agree that Other Direct Costs (ODCs) under CLIN 0002 (and respective CLINs for each option year) will be billed at cost plus G&A without fee and IAW the GSA Schedule. The ODC CLINs are intended to cover pre-approved contractor travel, a typical time-critical supply or reproduction needs, and leased facilities when authorized in advance by the Contracting Officer.

FAR 52.232-22 Limitation Of Funds (APR 1984) is incorporated herein by reference and is applicable to CLIN 0002 (and respective CLINs for each option year) and any other Cost based CLIN that may subsequently be added to this order.

d. The parties mutually agree that the Contractor will provide substantially the staffing as provided in the Schedule of Supplies and Services on a daily basis during the operation of the work-site. Staffing shall be provided consistent with the staffing plan (which delineates whether staff is on-site at MDA or and off-site at the contractors facility) agreed to by the parties as specified in Attachment 5, Labor Mix, Qualifications and Rates Matrix (submitted as part of the Offer). While the Government expects minor month-to-month fluctuations may occur in the actual staffing provided, it is the Contractor's responsibility to provide the effort and services such as to maintain a steady level-of-effort performance throughout the entire 12-month performance period. Minor variations in staffing and skill mix are mutually understood as an appropriate outcome of the work environment. In the event that there is a change in staff location (on- to off-, or off- to on-site), the contractor shall provide the MDA Contracting Officer a revised Attachment 5 along with the appropriate upward or downward adjustment in contract price resulting from the change in staff location. There are ten (10) Government observed holidays.

e. The period of performance for the base period is 12 months.

(1) This contract is renewable in four increments of 12 months each at the unilateral option of the Government. An option shall be exercised by issuance, within sixty (60) days prior to the end of the current contract period, of a unilateral modification for the subsequent option requirements. (Note that this order will contain an Award Term provision IAW Clauses #11 and #12. The total duration of the order may extend to 10 years.)

(2) The Government has the unilateral right to exercise any option CLIN with man-month units of measurement at the man-years designated for said CLIN minus up to five (5) man-years (1 man-year = 12 man-months), so long as notice of any decrease is provided to the Contractor not later than sixty (60) days prior to the performance period start date of an option. For example, if the designated man-years are 63 ($63 \times 12 = 756$ man-months) the Government may exercise the option for anywhere between 58 man-years ($58 \times 12 = 696$ man-months) and 63 man-years. If the Option period begins on October 1st, notice of the Government's intent to exercise at a lesser quantity must be provided to the Contractor no later than August 1st.

(a) Any decrease is deemed a change under this contract in accordance with FAR 52.243-1 Changes -Fixed-Price, Alternate III or FAR 52.243-3 Changes -Time-and-Materials or Labor-Hours. Accordingly, immediately after the aforementioned notice the Contractor will meet with the Contracting Officer and Contracting Officer's Representative to jointly determine a revised staffing skill mix and a reprioritizing of the contract's mission, deliveries and product output based on any reduction in a CLIN's total man-years. The parties will subsequently negotiate an equitable adjustment (decrease) in contract value and CLIN price based on the man-years exercised and revised staffing skill mix.

(b) If agreement on an equitable adjustment to the contract is not reached within 30-days after the Option period starts (October 31st in the example above), or within any extension granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price, subject to Contractor appeal as provided in the "Disputes" clause. In any event, the Contractor shall proceed with performance of the contract, subject only to DFARS 252.232-7007, Limitation of Government Liability.

This order is subject to the terms and conditions of the General Services Administration (GSA) Federal Supply Schedule (FSS) Contract GS-10F-0260P and all clauses and provisions in full text or incorporated by reference herein. In the event of conflict, this SF 1449 shall govern.

1. MATERIAL INSPECTION AND RECEIVING REPORT AND CONTRACTING OFFICER'S REPRESENTATIVE

a. Material Inspection and Receiving Report - At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and forward to the Government a Material Inspection and Receiving Report in the manner and to the extent required by DoD FAR Supplement (DFARS) Appendix F, "Material Inspection and Receiving Report." In case of rental or maintenance contracts, a separate report shall be distributed at the time each invoice is submitted for payment.

b. The Procuring Contracting Officer (PCO) will assign the Contracting Officer's Representative (COR) at the time of order issuance. The COR will pre-certify invoices and execute the receiving report(s), (Items 21 and 22 of the DD Form 250) required by this order as verification that the specified supplies have been delivered.

c. The contractor shall submit DD Form 250 and invoices using the "Invoice 2-in-1" function within the Wide Area WorkFlow system in accordance with DFARS 252.232-7003, Electronic Submission of Payment Requests.

2. ORDER ACCOUNTING

a. Separate invoices shall be submitted for each individual CLIN monthly for payment and shall clearly identify:

- (1) Government order number.
- (2) Period of performance.
- (3) Amount due by CLIN:
 Labor CLINs - fixed man-month unit price extended for the actual number of man-months provided for CLIN 0001 (and respective CLINs for each option year) and labor hours by labor category for CLIN 0004 (and respective CLINs for each option year).
 ODC CLINs - itemized costs.

b. The contractor's accounting system shall provide traceability of all cost reimbursable elements (e.g. travel, material, other authorized direct costs) ordered by each program's funding citation's Accounting Classification Reference Number, if required by the ordering office.

c. Under no circumstances will any invoice exceed: the period of performance or fixed man-month unit price extended for the actual number of man-months provided under CLIN 0001 and respective option CLINs; the period of performance or authorized labor hours under CLIN 0004 and respective option CLINs; or the established cost ceiling under CLIN 0002 and respective option CLINs.

d. The contractor shall submit DD Form 250 and invoices using the "Invoice 2-in-1" function within the Wide Area WorkFlow system in accordance with DFARS 252.232-7003, Electronic Submission of Payment Requests.

3. PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

CLIN(s) under this order (and associated Option CLIN(s), may be funded by multiple accounting classifications. The Contractor shall segregate cost and submit vouchers as required by paragraph 2 above. The Defense Finance and Accounting Service (DFAS) shall make payments from those Accounting Classification Record Numbers (ACRNs) assigned to each CLIN as described herein. Payments by the paying office are to be made by CLIN. from

the earliest available funds by fiscal year as identified by ACRN.

4. PERIOD OF PERFORMANCE

For the base period the period of performance for this task order is 12 months commencing from the effective date of this order and 12 months for each option period, if exercised. Unless otherwise stated by the Contracting Officer, any extension to the contractor's GSA FSS Contract shall apply to this order, subsequent option exercise or Award Term entitlement (see clause #11) when awarded pursuant to this Task Order.

5. REMITTANCE ADDRESS

Payment of invoices furnished by the Contractor shall be sent to the following address:



6. ACQUISITION OF FACILITIES

The term facilities include all general-purpose office equipment and automated data/information processing equipment and software. Accordingly, the Contractor shall not purchase or lease facilities for the account of the Government without the express permission of the Contracting Officer. Acquisition or lease of facilities, if approved by the Contracting Officer, shall be provided at cost, applicable burdens applied, exclusive of prime Contractor fee/profit of other profit centers or business units of the prime Contractor.

7. TRAVEL, TRAVEL COSTS, AND OTHER DIRECT COSTS

a. Travel. All contractor travel (non-local) under this contract (other than extended commuting travel as defined under paragraph c. below) must be approved in advance in writing by the COR using MDA Form 110 (dated March 2001).

b. Extended Commuting Travel.

(1) All contractor extended commuting travel under this contract must be approved by the COR AND BY THE PCO using MDA Form 110 (dated March 2001) based on documentation from the contractor showing that extended commuting travel is the most effective means of fulfilling the government's requirements – cost and other factors considered.

(2) Extended commuting travel may be authorized for up to 90 days at a time and must be authorized in advance in writing using MDA Form 110 (dated March 2001).

c. Definition: Extended Commuting Travel – is travel that occurs regularly in the performance of this contract where an individual or individuals travel back and forth from their normal place, or city of employment to another location or locations over a 30 day (or longer) period.

8. DELIVERABLES

The contractor is required to complete a "Monthly Status Report (MSR)", "Funds and Labor Hour Expenditure Report", "Trip Reports", "Annual Report", "Studies and Analysis Report", "Presentations and Briefing Materials"

and other reports to the Contracting Officer IAW the attached DD Form 1423-1, CDRL, Exhibit A and as specified in the SOO and/or SOW.

9. LOCATION OF PERFORMANCE

a. CLIN 0001 (and respective CLINs for each option year) will be performed off-site at contractor's location. Off-site personnel are expected to perform tasks from a contractor facility within a 30 minute one-way commute time from MDA Headquarters (Suffolk Building) during rush hour by car, regularly scheduled public transportation, or a regularly scheduled shuttle system (i.e. transportation not specific or chargeable to this contract). Any proposed personnel place of performance outside the local NCR metropolitan area must be explained/justified.

10. KEY STAFF

a. The Contractor shall notify and obtain the approval of the PCO and COR prior to making any changes in key staff. If replacing key staff the Contractor shall adhere to the following: (1) replacement person's qualifications are equal to or better than the qualifications of the person being replaced as proposed and accepted at the time of task order award; and (2) if adding personnel to fill newly added key staff positions, the added person's qualifications are equal to or better than the desired qualifications of this task order. Key Staff positions are designated in Attachment 5 for proposal evaluation purposes. Once award is made all staff is considered Key.

b. Changes in key staff are deemed a request for change initiated by the contractor under this order in accordance with FAR 52.243-1 Changes -Fixed-Price, Alternate III or FAR 52.243-3 Changes -Time-and-Materials or Labor-Hours. Any contractor request for changes in key staff shall include cost and pricing data substantiating either (1) a downward equitable adjustment to the order price or (2) why such an adjustment is not warranted. The cost and pricing data will be submitted to the Contracting Officer only.

11. RESERVED

12. RESERVED

13. GSA PRICE ADJUSTMENT

a. A price adjustment may be requested when upward adjustments need to be made to the unit prices stated in this task order as a result of post task order-award increases to the contractor's GSA schedule contract labor rates. Adjustments shall only be considered by the Contracting Officer if, after task order award, GSA approves a rate increase for one or more labor categories performing the work under the order, and the new rate(s) are either higher than the approved GSA rates for those categories that were in effect when the contractor originally calculated its task order price proposal, or, (in the event that GSA had not yet approved rates for those categories when the task order price proposal was developed), higher than the rates the contractor had projected that GSA would subsequently approve for those categories. This adjustment shall only apply to the labor categories included in the task order and must be supported by GSA-issued price increases to those labor categories for that task order option year that are higher than the rates originally calculated by the contractor in its proposal.

b. Only one (1) such adjustment request may be made during the core task order period (base and priced options). This price adjustment is not retroactive. If the contractor elects to submit a request, it may cover changes in pricing for both of or only one of the last two-priced option years in the core performance period.

c. The pricing adjustment shall be submitted no later than 120 days before the first option year to which the new prices would apply.

d. If the contractor makes a request to adjust the monthly prices, the labor rates used in the changed monthly prices will be discounted at no less than the same level (in percents) from the published GSA schedule labor hour rates that were offered in the year(s) for which the adjustment is requested. Provided, that if the discount in the

year(s) that the adjustment is requested is less than the average of the discounts that were applicable to the labor categories in all the years prior to the option year(s) for which the discount is requested then that average will be used. For example if the contractor is requesting an adjustment for option year 3 and the discount for a labor category rate used in the pricing of the task order in for option year 3 is 20 percent lower than the GSA schedule contract rate in effect or estimated at the time of award, the 20 percent discount factor would be applied to the revised GSA schedule labor rate for that category. That is, if the increased GSA labor rate is \$100 per hour, the hourly rate used in calculating the monthly unit price will be no more than \$80 for that labor category. However, if the average of the discounts from the GSA published labor rates for that category from the time of award through option year 2 is more than 20%, then, that average percentage factor will be used for the labor category. This maintains the same percentage discount relationship between the task order prices and the GSA contract rates throughout the task order period. If a new rate has been negotiated with GSA and accepted but not published, the new rate may be used if it will be effective prior to the start of the option year for which the adjustment is requested, and if the contractor can provide supporting documentation to MDA that confirms that the GSA contracting officer has approved the new rate.

e. The maximum amount of the increase that will be permitted for each unit price stated in the order will be limited to a ceiling of ten percent (10%) over the original price.

f. The request for a pricing adjustment will identify the GSA schedule contract labor rates that apply to the specific year (or if a new schedule contract is pending, the schedule contract labor rates and effective dates that have been negotiated with GSA). The contractor will explain how the discount percentage limitation off the GSA rate for each labor category was figured and applied to the higher proposed task order unit price.

14. CONTRACT MODIFICATION

In order for the Government to determine whether the price offered for any change to this order is fair and reasonable, the Contractor shall provide supporting information to the extent required by the Contracting Officer, as well as access to pertinent records as described under the version of the FAR 52.215-21 included in the GSA Schedule contract.

15. CONTRACTOR ACCESS TO PLANNING, PROGRAMMING, BUDGETING, AND EXECUTION (PPBE) DATA (OCT 2004)

a. In order to perform the requirements of this contract, the Contractor shall be required to receive, review, analyze, and prepare (hereinafter shall be referred to as "process") reports/data which contain Government Planning, Programming, Budgeting and Execution (PPBE) data. However, the Missile Defense Agency is authorized to release PPBE data to the Contractor only after compliance with the provisions of this clause has been met. Additionally, the Contractor is also required to comply with the provisions of MDA Directive 7045.01, "Contractor Access to Planning, Programming, Budgeting and Execution (PPBE) Data" where applicable.

b. The Prime Contractor shall provide the following information to the Contracting Officer within fifteen (15) days from the date of this contract:

(1) Affiliates (parent company, subsidiaries, joint ventures, and partnerships, etc.):

- (a) Company's name and complete address;
- (b) Affiliation; and
- (c) Nature of the company's business.

(2) Agents, consultants, and subcontractors related to this contract:

- (a) Company's name and complete address;
- (b) Relationship; and
- (c) Nature of the company's business.

The Contracting Officer shall be notified immediately in writing in the event of any changes in b (1) and (2) above throughout the lifetime of this contract. With regard to competing on future MDA procurements, the Contractor must abide by the organizational conflict of interest provisions of this contract.

c. PPBE data is defined as: Current or future Planning, Programming, Budgeting and Execution (PPBE) data regarding any activity relating to the MDA Program or any of its projects regardless of the funding source or date of the document.

(1) Planning data defines the national military strategy; integrates the military forces necessary to accomplish that strategy; prioritizes the resources for effectively accomplishing the mission; and provides decision options.

(2) Programming data reflects the systematic analysis of missions and objectives to be achieved, alternative methods, and effective allocation of limited resources.

(3) Budgeting data are detailed financial estimates of the MDA Program or any of its related projects.

(4) Execution data relates to the recording of expenditures that document how the funds were spent.

d. The following list of documents (which is exemplary but not all inclusive) obtained from DoD Directive 7045.14, "The Planning, Programming and Budgeting System (PPBS)," May 22, 1984 and other sources are considered PPBE documents:

(1) PLANNING

- (a) Strategic Planning Guidance (SPG)
- (b) Fiscal Guidance (when separate from SPG or Joint Planning Guidance)
- (c) Directors' Intent
- (d) Technical Planning Guide

(2) PROGRAMMING

- (a) Program Objective Memoranda (POM)
- (b) Joint Programming Guidance (JPG)
- (c) Future Year Defense Program (FYDP) documents (POM Defense Program, Procurement & RDT&E Annexes)
- (d) Program Change Proposals (PCPs)
- (e) POM Issue Papers
- (f) Proposed Program Reductions (Or Program Offsets)
- (g) Tentative Issue Decision Memoranda
- (h) Program Decision Memoranda

(3) BUDGETING

- (a) Future Year Defense Program (FYDP) documents for September Budget Estimate Submission (BES) & President's BES including Procurement (P-1), RDT&E (R-1), & Construction (C-1) Program Annexes
- (b) Financial Control Board (FCB) Documentation
- (c) Classified P-1, R-1, & C-1 Program Annexes
- (d) Program Budget Decisions/Defense Management Review Decisions/Management Initiative Directives (MID)

- (e) Reports Generated by the Comptroller Information System (CIS)
- (f) Budget Change Proposals (BCPs)

(4) EXECUTION

- (a) DD Form 1414 Base for Reprogramming
- (b) DD Form 1416 Report of Programs
- (c) Contract Award Reports
- (d) DD COMP (M) 1002 Appropriation Status by Fiscal Year Program
- (e) FCB Execution Review Documentation

e. The Contractor shall be responsible for informing its personnel (hereinafter includes persons employed by the Contractor as an agent, consultant, or subcontractor) of the provisions of this clause and providing original MDA PPBE certifications "PPBE Non-Disclosure Agreement" (MDA Form 099) attached to the Contracting Officer within fifteen (15) days after the award of this contract. A "PPBE Non-Disclosure Agreement" shall be obtained from each Contractor employee involved in the performance of this contract that requires access to such data. Each individual shall be required to agree to:

(1) Read and comply with the applicable provisions of this clause, the non-disclosure agreement, and the provisions of MDA Directive 7045.01.

(2) Handle PPBE data as for official use only.

(3) Ensure PPBE data entrusted to them will ONLY be used in accordance with applicable MDA governing regulations, for the purpose for which it was provided, and within the scope of the Statement of Work.

(4) Not divulge PPBE data (obtained directly or indirectly in the performance of this contract unless directed by the Contracting Officer) to any individual, except to Government personnel whom they know to have a "need-to-know" and non-Government person(s) whom they know to have MDA PPBE authorization. Even though data becomes part of the public domain, contractor personnel are bound by the provisions of this clause not to confirm or deny questions regarding PPBE data. Inquiries by unauthorized persons should be referred to the Contracting Officer's Representative or the Contracting Officer. (Verification of contractor personnel authorized access to PPBE data can be obtained only from the Contracting Officer.)

(5) Not transport (by any medium), maintain, or process PPBE data outside a Government facility unless the removal or preparation of such data at the facility is accomplished in accordance with a company's facility plan approved by MDA. (Verification of MDA PPBE-approved contractor facilities and individuals can be obtained from the Contracting Officer.) Authorization to transport PPBE data shall be provided by the Contracting Officer.

(6) Notify the Contracting Officer promptly if any non-Government person(s) or company(s) requests access to PPBE data.

f. The Contractor shall be responsible for immediately notifying the Contracting Officer in writing of any changes in its personnel with access to PPBE data, such as departures, new employees, or employees who no longer need access to such data under this contract.

g. Contractor personnel who have been granted access to PPBE data shall process when possible, such data in Government workspaces using equipment furnished by the Government. However, if a contractor anticipates processing PPBE data in a Government facility on Contractor-owned equipment, prior written approval from the Contracting Officer must be obtained. The Contractor's written request should describe the equipment being used and a brief justification. After approval by the Contracting Officer, the request must be endorsed by the appropriate MDA office before bringing the equipment into the facility:

- (1) Information Systems Directorate - all ADP equipment.

(2) Resources Management Facilities Logistics Directorate - all other equipment, such as telefax and reproduction machines, tables, chairs, and mobile and permanent white boards.

h. Processing PPBE data at the Contractor's facility shall be performed only when absolutely essential and processing in Government workspaces is impractical. Prior to the processing of any such data outside of a Government facility or removal of PPBE data from a Government facility, the Contractor shall submit a written plan to the Contracting Officer outlining the procedures for maintaining and safeguarding such data at its facility. The Contractor shall submit its own plan or a plan which meets the general requirements identified in MDA Directive 7045.01. The plan shall be approved in writing by the Contracting Officer prior to removal of any PPBE data from a Government facility or the processing of any such data in the contractor's facility. A Contractor may submit a separate plan for each of its facilities that need to maintain such data or one plan as long as any differences between the procedures followed at each facility are clearly distinguishable in the plan. If an agent, consultant, or subcontractor requires the processing of PPBE data at its facility(s), they also must submit a separate facility plan through the prime Contractor for approval by the Contracting Officer.

NOTE: A plan is not required for Contractor personnel who have been given prior access to PPBE data to transport, process, or maintain such data at a Government or an MDA-approved contractor facility. (Verification of MDA approved Contractor facilities and authorized personnel can be obtained only from the Contracting Officer.)

i. If the Contractor is not required to process PPBE data at its facility(s), the contractor shall inventory all Government documents in its possession. The contractor shall notify the Contracting Officer in writing of such documents and request the method of document disposal. If the requirement to process such data at the contractor's facility(s) changes in the future, compliance with paragraph h above shall be required.

j. The Contractor shall provide training for all employees who require access to PPBE data on the proper handling and disclosure of such data. The contractor shall be responsible for ensuring that persons in their employment that have been granted access to PPBE data understand the consequences of divulging such data. Revealing PPBE data to unauthorized persons may provide other companies with an unfair advantage in future competitions or jeopardize national security interests.

k. In the event the Contractor or any of its employees, agents, subcontractor employees, or consultants fail to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the contract for which the Government reserves the right to terminate the contract for default and/or resort to such other rights and remedies, as provided for under this contract or under Federal laws. Noncompliance with the provisions of this clause may also adversely affect the evaluation of a Contractor's reliability in future acquisitions.

16. ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

a. Purpose: The primary purpose of this clause is to aid in ensuring that:

(1) The Contractor's objectivity and judgment are not biased because of its present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to work under this contract;

(2) The Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public information regarding the Government's program plans and actual or anticipated resources; and

(3) The Contractor does not obtain any unfair competitive advantage by virtue of its access to proprietary information belonging to others.

b. Scope: The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as prime Contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity. The term "proprietary information" for purposes of this clause is any information considered so

valuable by its owners that it is held secret by them and their licensees. Information furnished voluntarily by the owner without limitations on its use, or which is available without restrictions from other sources, is not considered proprietary.

(1) Maintenance of Objectivity: The Contractor shall be ineligible to participate in any capacity in contracts, subcontracts, or proposals thereof (solicited or unsolicited) which stem directly from the Contractor's performance of work under this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any services under this contract on any of its own products or services, or the products or services of another firm if the Contractor is, or has been, substantially involved in their development or marketing. In addition, if the Contractor under this contract prepares a complete, or essentially complete, Statement of Work (SOW), or other form of technical solutions, functions, requirements, or specifications document, to be used, directly or indirectly, in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such SOW or specifications. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts involving the same or similar services based on such a SOW or specification.

(2) Access To and Use of Government Information: If the Contractor, in the performance of this contract, obtains access to information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer, it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public, (b) compete for work based on such information for a period of one year after the completion of this contract, or until such information is released or otherwise made available to the public, whichever occurs first, (c) submit an unsolicited proposal to the Government which is based on such information until one (1) year after such information is released or otherwise made available to the public, or (d) release such information unless such information has previously been released or otherwise made available to the public by the Government.

(3) Access To and Protection of Proprietary Information: The Contractor agrees that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business, or financial information (hereinafter referred to as "proprietary data") under this contract, it shall treat such information in accordance with any restrictions imposed on such information. The Contractor further agrees to enter into a written agreement for the protection of the proprietary data of others and to exercise diligent effort to protect such proprietary data from unauthorized use or disclosure. In addition, the Contractor shall obtain from each employee who has access to proprietary data under this contract, a written agreement which shall in substance provide that such employee shall not, during his/her employment by the Contractor or thereafter, disclose to others or use for their benefit, proprietary data received in connection with the work under this contract. The Contractor will educate its employees regarding the philosophy of Part 9.505-4 of the Federal Acquisition Regulation so that they will not use or disclose proprietary information or data generated or acquired in the performance of this contract except as provided herein.

c. Subcontracts: The Contractor shall include this or substantially the same clause, including this paragraph, in consulting agreements and subcontracts of all tiers. The terms "Contract", "Contractor", and "Contracting Officer" will be appropriately modified to preserve the Government's rights.

d. Representations and Disclosures:

(1) The Contractor represents that it has disclosed to the Contracting Officer, prior to award, all facts relevant to the existence or potential existence of organizational conflict of interest as that term is used in FAR Subpart 9.5. To facilitate disclosure and Contracting Officer approval, the Contractor shall complete an OCI Analysis/Disclosure Form (Attachment 3) for each MDA, BMD, and BMD-related contract or subcontract.

(2) The Contractor represents that if it discovers an organizational conflict of interest or potential conflict of interest after award, a prompt and full disclosure shall be made in writing to the Contracting Officer. This

disclosure shall include a description of the action the Contractor has taken or proposes to take in order to avoid or mitigate such conflicts.

e. Remedies and Waiver:

(1) For breach of any of the above restrictions or for non-disclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default, disqualify the Contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest (or the potential thereof) subsequent to contract award, the Contracting Officer may terminate this Contract for convenience if such termination is deemed to be in the best interest of the Government.

(2) The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the Contractor may at any time seek a waiver from the Director, MDA, (via the Contracting Officer) by submitting a full written description of the requested waiver and the reasons in support thereof.

f. Modifications: Prior to contract modification, when the SOW is changed to add new work or the period of performance is significantly increased, the Contracting Officer will request and the Contractor is required to submit either an organizational conflict of interest disclosure or an update of the previously submitted disclosure or

17. PUBLIC RELEASE OF INFORMATION (JAN 2003)

a. The policies and procedures outlined herein apply to information submitted by the Contractor and his subcontractors for approval for public release. Prior to public release, all information shall be cleared as shown in the "*National Industrial Security Program Operations Manual*" (DoD 5220.22-M).

b. All public information materials prepared by the Contractor shall be submitted to the MDA (see paragraph e. below) for clearance prior to release. These materials include but are not limited to, technical papers, and responses to news queries that relate to a Contractor's work under this contract.

c. However, once information has been cleared for public release, it does not have to be cleared again for later use. The information shall be used in its originally cleared context.

d. The MDA Director for Communications is responsible for processing Contractor-originated material for public release.

e. All material to be cleared shall be sent to:

Office of the Secretary of Defense
Missile Defense Agency, MDA/DC
7100 Defense Pentagon
Washington, DC 20301-7100

Subcontractor proposed public releases shall be submitted for approval through the prime Contractor.

f. The Contractor shall submit the material proposed for public release to the above addressee by a letter of transmittal which states: (1) to whom the material is to be released; (2) the desired date for public release; (3) that the material has been reviewed and approved by officials of the Contractor, or the subcontractor, for public release; (4) the contract number and the applicable COR.

g. Two (2) copies of each item, including written material, photographs, drawings, "dummy layouts" and the like shall be submitted at least six (6) weeks in advance of the proposed release date.

h. The items submitted must be complete. Photographs shall have captions.

i. Abbreviated materials or abstracts may be submitted if the intent is to determine the feasibility of going further in preparing a complete paper for clearance. However, final approval for release or disclosure of the material cannot be given on the basis of abstracts.

j. Outlines or rough drafts will not be cleared.

k. Materials submitted to MDA for release purposes shall be void of all Contractor logos or other attributions to the Contractor.

18. ENABLING CLAUSE FOR BMD INTERFACE

a. It is anticipated that, during the performance of this contract, the Contractor will be required to support Technical Interface/Integration Meetings (TIMS) with other BMD Contractors and other Government agencies. The Contractor, as needed to protect the rights of the Contractor and the Government, will negotiate appropriate OCI clauses.

b. The Contractor agrees to cooperate with BMD Contractors by providing access to technical matters, provided, however, the Contractor will not be required to provide proprietary information to non-Government entities or personnel in the absence of a non-disclosure agreement between the Contractor and such entities.

c. The Contractor further agrees to include a clause in each subcontract requiring compliance with the response and access provisions of paragraph b. above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of its responsibility to manage its subcontracts effectively, nor is it intended to establish privity of contract between the Government and such subcontractors.

d. Personnel from BMD Contractors or other Government agencies or Contractors are not authorized to direct the Contractor in any manner.

e. This clause shall not prejudice the Contractor or its subcontractors from negotiating separate OCI agreements with BMD Contractors; however, these agreements shall not restrict any of the Government's rights established pursuant to this clause.

19. MDA VISIT AUTHORIZATION PROCEDURES

a. The Contractor shall submit all required visit clearances IAW the National Industrial Security Program Operating Manual and will forward all visit requests, identifying the contract number, to:

Office of the Secretary of Defense
Missile Defense Agency
7100 Defense Pentagon, MDA/SOC
Washington, D.C. 20301-7100
Phone No.: (703) 695-8048 FAX No.: (703) 693-1526

b. The COR is authorized to approve visit requests for the Contracting Officer.

20. SMALL BUSINESS PARTICIPATION REPORTING REQUIREMENT

a. In order to assist MDA in collecting information regarding small business participation in MDA contracts and orders, the Contractor (regardless of whether a small or large business) shall submit the following reports:

(1) Standard Form 294. Subcontracting Report for Individual Contracts. This report shall be submitted semiannually and at contract completion to the Director, Small Business, MDA. The report covers subcontract award data related to this contract/order.

(2) Standard Form 295. Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually to the Director, Small Business, MDA. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector.

b. Please annotate the method by which you plan to provide your submission.

(1) ☐ Electronic format through the following website: www.mdasmallbusiness.com

(2) ☐ Hardcopy mailed to:

Director, Small Business Missile Defense Agency (MDA/SB)
7100 Defense Pentagon
Washington, DC 20301-7100

21. FEDERAL ACQUISITION REGULATIONS REQUIREMENTS

The following FAR requirements are incorporated by reference:

FAR 52.204-2 Security Requirements (AUG 1996)

FAR 52.243-1 Changes —Fixed-Price (AUG 1987), Alternate III (APR 1984).

FAR 52.243-3 Changes —Time-and-Materials or Labor-Hours (SEP 2000).

22. DEFENSE FEDERAL ACQUISITION REGULATIONS SUPPLEMENT REQUIREMENTS

The following DFARS requirements are incorporated by reference:

252.204-7000 Disclosure Of Information (DEC 1991)

252.204-7005 Oral Attestation of Security Responsibilities (NOV 2001)

252.232-7003 Electronic Submission of Payment Requests (JAN 2004)

252.239-7016 Telecommunications Security Equipment, Devices, Techniques, And Services (DEC 1991)

23. RESERVED

24. CONTROL OF ACCESS TO MDA SPACES AND INFORMATION SYSTEMS/CONTRACTOR EMPLOYEE OUT-PROCESSING (OCT 2004)

a. To maintain the security of the MDA spaces and information systems, the Contractor shall notify the COR in writing whenever a prime or subcontractor employee included on the current Visit Authorization Request/Letter discontinues support to this order. This requirement shall apply to both Contractor and employee initiated termination of services and to temporary suspension of services longer than four weeks.

b. Upon notification, the COR will ensure that the Technical Area Security Officer/Office Security Manager takes timely action to:

- (1) Remove the employee from the current Visit Authorization Request/Letter;
- (2) Cancel the MDA badge, keycard and Pentagon Pass issued pursuant to the Visit Authorization Request/Letter; and
- (3) Terminate the MDA LAN account/access privileges.

c. The contractor shall identify the reason for and date of termination or expected period of suspension and submit the notification to the COR within five (5) working days prior to service discontinuation. For unplanned

termination or suspension of services exceeding four weeks, notification shall be made within one (1) working day after termination/suspension action.

d. Prior to the departure of on-site contractor employees, the departing employee shall complete an out-processing checklist for MDA on-site contractor employees as required by MDA Directive Number 5000.01, and return the completed checklist, with all required signatures, to the cognizant Contracting Officer's Representative (COR). The COR will provide the completed form to the Contracting Officer to be retained in the official contract file by the Contracting Officer.

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Missile Defense Agency/MP, Contract Data Requirements List, Exhibit A	9	18 Apr 2005
Attachment 1	Statement of Objectives (SOO)	4	9 May 2005
Attachment 2	Government Furnished Information (GFI)-Government Furnished Equipment (GFE) and Other Direct Cost Limitations	1	10 Jun 2005
Attachment 3	Organizational Conflict of Interest (OCI) Analysis Disclosure Form	1	22 Jul 2005
Attachment 4	DD Form 254 Contract Security Classification Specification	10	07 Jun 2005
Attachment 5	Labor Mix, Qualifications and Rates Matrix	5	22 Jul 2005
Attachment 6	RESERVED		
Attachment 7	Planning, Programming, Budgeting and Execution (PPBE) Non-Disclosure Agreement	2	01-NOV-03
Attachment 8	Management Plan	3	22 Jul 2005

NOTE: ATTACHMENT 5 AND ATTACHMENT 8 WILL BE PROVIDED ONLY TO THOSE INDIVIDUALS WITH A PROPER NEED TO KNOW. PLEASE CONTACT MDA/CTS IF COPIES OF THESE ATTACHMENTS ARE DESIRED.

Exhibit A
HQ0006-05-F-0015

CONTRACT DATA REQUIREMENTS LIST
FOR
JOINT DIRECTORS OF MANUFACTURING TECHNOLOGY ENGINEERING
SUPPORT

30 MARCH 2005

PREPARED BY
MISSILE DEFENSE AGENCY

A. INTRODUCTION

The Contract Data Requirements List (CDRL) is prepared in a word processing format to increase the efficiency of electronic development and transmission. Block numbering and titles remain as used in the DD Form 1423 as derived from *Procedures for the Acquisition and Management of Technical Data*, DoD 5010.12-M.

B. APPLICABLE DOCUMENTS

<http://assist.daps.dla.mil/online/start/> - A web site providing access to current information associated with military and federal specifications and standards in the management of the Defense Standardization Program (DSP). Managed by the DoD Single Stock Point (DoDSSP), Philadelphia.

C. AUTHORITIES (BLOCK 4)

Data Item Descriptions (DIDs) entered in CDRL blocks 2 and 4 are selected from the ASSIST data base which superseded the *Acquisition Management Systems and Data Requirements Control List* (AMSDL), DoD 5010.12-L. The application of any DID tailoring is indicated by addition of the suffix "T" to the DID number entered in Block 4. Such tailoring is accomplished to relax format requirements or conform the data requirement to those requirements contained in the Statement of Objectives (SOO).

D. APPROVAL (BLOCK 8)

Selected data will require approval before their submission is considered final. The approving authority shall be the MDA/MP Contracting Officer's Representative (COR) as indicated by the first addressee entry of Block 14.a. The use of "N/A" in Block 8 does not forfeit or otherwise affect the Government's right to consider unacceptable any submission of data that does not comply with the contract requirements.

E. DATA DELIVERY DUE DATES (BLOCKS 12 AND 13)

Data will be considered delinquent when not physically arriving or electronically available at the distribution destination on the date(s) specified. Unless otherwise indicated, references to "days" are calendar days.

F. SUPPLEMENTAL INFORMATION

G. DEFINITIONS OF ACRONYMS AND ABBREVIATIONS

<u>DI Block</u>	<u>Entry</u>	<u>Definition</u>
7	LT	Letter of transmittal
8	N/A	Not applicable
9	N/A	Not applicable
10	ASREQ	As required
	ANNLY	Annually
	MTHLY	Monthly
11	N/A	Not applicable
12	DAC	Days after contract initiation
13	xx DARP	xx Days After Reporting Period
14	LT	Letter of transmittal

I. ADDRESSEE LIST

Block 14

Entry Complete Mailing Address

MDA/MP **Missile Defense Agency/_____**
MDA/CT or **ATTN: FOB2/ANNEX**
 7100 Defense Pentagon
 Washington, DC 20301-7100


DTIC **Defense Technical Information Center**
ATTN: DTIC-O
8725 John J. Kingman Road, Suite 0944
Fort Belvoir, VA 22060-6218

MDA BIRC **BMD Information Resource Center**
ATTN: FOB2/ANNEX
7100 Defense Pentagon
Washington, DC 20301-7100

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY TDP _____ TM _____ OTHER _____ XX _____								
D. SYSTEM/ITEM JDMTP Engineering Support		E. CONTRACT/PR. NO HQ0006-05-Q-0005		F. CONTRACTOR								
1. DATA ITEM NO. A001		2. TITLE OF DATA ITEM Status Report		3. SUBTITLE								
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80368		5. CONTRACT REFERENCE SOW 3.0		6. REQUIRING OFFICE MDA/MP								
7. DD 250 REQ		9. DIST STATEMENT REQUIRED D		10. FREQUENCY MTHLY		12. DATE OF FIRST SUBMISSION 45 DAC						
8. APP CODE		11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION 20 DARF		14. DISTRIBUTION						
16. REMARKS Block 4: Contractor format as approved by the COR is acceptable. Block 12: The first submission is due no later than 45 calendar days after contract initiation. Block 13: Subsequent submissions will be due no later than 20 calendar days after the reporting period. Blocks 14 and 15: Delivery shall be by electronic media in the form of an email unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/MP word processing, spreadsheet, and database applications.				a. ADDRESSEE MDA/MP - COR MDA/CT		b. COPIES						
						<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th rowspan="2">Draft</th> <th colspan="2">Final</th> </tr> <tr> <th>Req</th> <th>Repro</th> </tr> <tr> <td></td> <td align="center">1</td> <td></td> </tr> <tr> <td></td> <td align="center">1</td> <td></td> </tr> </table>		Draft	Final		Req	Repro
Draft	Final											
	Req	Repro										
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	1											
G. PREPARED BY Mr. Steve Linder, MDA/MP		H. DATE March 30, 2005		I. APPROVED BY  Mr. William Stieglitz MDA/DM		J. DATE April 18 2005						

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D. SYSTEM/ITEM IDMTP Engineering Support		E. CONTRACT/PR NO. HQ0006-05-Q-0005		F. CONTRACTOR															
1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM Funds and Labor Hour Expenditure Report			3. SUBTITLE															
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-81537, Mar 1997		5. CONTRACT REFERENCE SOW 5.0		6. REQUIRING OFFICE MDA/MP															
7. DD 250 REQ	9. DIST STATEMENT REQUIRED D	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION														
8. APP CODE		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION 20 DARF		b. COPIES														
16. REMARKS Block 12: The first submission is due twenty days after the first full month after contract initiation to include reporting period from the date of contract initiation. Block 13: Subsequent submissions will be due no later than 20 calendar days after the reporting period. Block 14 and 15: Distribution to MDA/CT and MDA/MP shall be via electronics means compatible with existing MDA word processing, spreadsheet, and database applications. FLHERs will be prepared and submitted electronically using the Combined Acquisition Reporting and Analysis Tool (CARAT). To establish a Contractor account in CARAT, contact 703-882-6433 or 703-882-6561.			a. ADDRESSEE MDA/MP - COR MDA/CT		<table border="1"> <tr> <th rowspan="2">Draft</th> <th colspan="2">Final</th> </tr> <tr> <th>Reg</th> <th>Repro</th> </tr> <tr> <td></td> <td>1</td> <td></td> </tr> <tr> <td></td> <td>1</td> <td></td> </tr> <tr> <td colspan="2"></td> <td>2</td> </tr> </table>	Draft	Final		Reg	Repro		1			1				2
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D. SYSTEM/ITEM JDMTP Engineering Support		E. CONTRACT/PR NO. HQ0006-05-Q-0005		F. CONTRACTOR	
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM Trip Reports		3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) N/A		5. CONTRACT REFERENCE SOW 4.0		6. REQUIRING OFFICE MDA/MP	
7. DD 250 REQ	9. DIST STATEMENT REQUIRED D	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ		14. DISTRIBUTION
8. APP CODE	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION ASREQ		a. ADDRESSEE MDA/MP - COR MDA/CT	b. COPIES Draft Final Rep 1 Repro LT
16. REMARKS A trip report will be provided for each trip funded under the contract. Contractor format as approved by the Contracting Officer's Representative is acceptable. Block 12: Submission of the Trip Report will be no later than 14 calendar days after trip completion. Blocks 14 and 15: Delivery shall be by electronic media in the form of an email unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/MP word processing, spreadsheet, and database applications.					
G. PREPARED BY Mr. Steve Linder, MDA/MP		H. DATE March 30, 2005		I. APPROVED BY Mr. William Stieglitz MDA/DM J. DATE April 18 2005	
				15. TOTAL 1 0	

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D. SYSTEM/ITEM JDMTP Engineering Support		E. CONTRACT/PR. NO. HQ0006-05-Q-0005		F. CONTRACTOR																
1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM Annual Report		3. SUBTITLE																	
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80368		5. CONTRACT REFERENCE SOW 6.0		6. REQUIRING OFFICE MDA/MP																
7. DD 250 REQ	9. DIST STATEMENT REQUIRED D	10. FREQUENCY AS REQUESTED ANNLY	12. DATE OF FIRST SUBMISSION See Blk 12																	
8. APP CODE		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION ANNLY																	
16. REMARKS Block 12: The first submission is due no later than 30 calendar days after the close of the Government fiscal year. Block 13: Subsequent submissions will be due annually no later than 30 calendar days after the Government fiscal year. Blocks 14 and 15: Delivery shall be by electronic media in the form of an email unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/MP word processing, spreadsheet, and database applications. Files larger than 5MB will be submitted on a CD.			14. DISTRIBUTION a. ADDRESSEE MDA/MP - COR MDA/CT DTIC MDA BIRC b. COPIES <table border="1"> <thead> <tr> <th>Draft</th> <th>Final</th> </tr> </thead> <tbody> <tr> <td></td> <td>Rep.</td> </tr> <tr> <td></td> <td>1</td> </tr> <tr> <td></td> <td>LT</td> </tr> <tr> <td></td> <td>1</td> </tr> <tr> <td></td> <td>1</td> </tr> <tr> <td></td> <td>Repro</td> </tr> <tr> <td></td> <td>0</td> </tr> </tbody> </table>		Draft	Final		Rep.		1		LT		1		1		Repro		0
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D. SYSTEM/ITEM JDMTP Engineering Support		E. CONTRACT/PR. NO. HQ0006-05-Q-0005		F. CONTRACTOR TBD													
1. DATA ITEM NO. A005	2. TITLE OF DATA ITEM Studies and Analysis			3. SUBTITLE													
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A		5. CONTRACT REFERENCE SOW 1.0 and 2.0		6. REQUIRING OFFICE MDA/MP													
7. DD 250 REQ	9. DIST STATEMENT REQUIRED TBD	10. FREQUENCY AS REQUESTED	12. DATE OF FIRST SUBMISSION AS REQUESTED														
8. APP CODE		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION AS REQUESTED														
16. REMARKS Studies and Analysis will be requested by the Contracting Officer's Representative on an as needed basis. Contractor briefing and report format is acceptable. Block 9: The COR will provide a distribution statement for these documents. Blocks 12 and 13: Submission date will be provided by the Contracting Officer's Representative. Blocks 14 and 15: Delivery shall be by electronic media in the form of an email unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/MP word processing, spreadsheet, and database applications. Files larger than 5MB will be submitted on a CD.			<table border="1"> <tr> <td colspan="2">14. DISTRIBUTION</td> </tr> <tr> <td>a. ADDRESSEE</td> <td>b. COPIES</td> </tr> <tr> <td rowspan="3">MDA/MP - COR MDA/CT</td> <td>Draft</td> </tr> <tr> <td>Final</td> </tr> <tr> <td>Reg 1 LT</td> </tr> <tr> <td colspan="2">15. TOTAL</td> </tr> <tr> <td colspan="2">2 0</td> </tr> </table>			14. DISTRIBUTION		a. ADDRESSEE	b. COPIES	MDA/MP - COR MDA/CT	Draft	Final	Reg 1 LT	15. TOTAL		2 0	
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D. SYSTEM/ITEM JDMTP Engineering Support		E. CONTRACT/PR. NO HQ0006-05-Q-0005		F. CONTRACTOR
1. DATA ITEM NO. A006	2. TITLE OF DATA ITEM Presentations and Briefing Materials		3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.) DI-ADMIN-81373		5. CONTRACT REFERENCE SOW 1.0 and 2.0		6. REQUIRING OFFICE MDA/MP
7. DD 250 REQ	9. DIST. STATEMENT REQUIRED D	10. FREQUENCY AS REQUESTED	12. DATE OF FIRST SUBMISSION AS REQUESTED	14. DISTRIBUTION
8. APP CODE		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION AS REQUESTED	a. ADDRESSEE MDA/MP - COR MDA/CT
16. REMARKS Presentations and Briefing Materials will be derived from baseline project efforts and requested by the Contracting Officer's Representative on an as needed basis. Contractor briefing and report format is acceptable. Blocks 12 and 13: Submission date will be provided by the Contracting Officer's Representative. Presentation material will be required for contract reviews, technical reviews, Independent Review Team meetings, Technical Interchange Meetings and Working Groups. It is anticipated that 10-12 requests will be made during a 12 month period. Blocks 14 and 15: Delivery shall be by electronic media in the form of an email unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/MP word processing, spreadsheet, and database applications. Files larger than 5MB will be submitted on a CD.			b. COPIES Draft Final Rep. Repro. 1 0	
G. PREPARED BY Mr. Steve Linder, MDA/MP		H. DATE March 30, 2005	I. APPROVED BY Mr. William Stieglitz MDA/DM	
			J. DATE April 18 2005	

Statement of Work

Background

The Missile Defense Agency (MDA) is the newest voting member of The Joint Defense Manufacturing Technology Panel (JDMTP). MDA is seeking contractor support to educate and assist the Manufacturing and Producibility staff with the MDA and JDMTP effort and interface.

As background, the JDMTP is composed of the Directors of the Army, Navy, Air Force, Defense Logistics Agency (DLA), and MDA Manufacturing Technology (ManTech) Programs. This panel defines a taxonomy under which DoD components develop joint and coordinated technical projects that optimize the investment of funds for manufacturing process development.

To meet its challenges, the JDMTP has structured the ManTech Program around four technical subpanels to support the planning, execution, and implementation of both joint and Service-unique projects. MDA's current portfolio of projects is closely aligned with the JDMTP technical subpanels. A brief description of the areas of interest of the subpanels follows.

The Metals Processing and Fabrication subpanel provides manufacturing technology to develop affordable, robust process and capabilities for evolutionary metals and special materials, joining and inspection.

The Composites Processing and Fabrication Subpanel focus is to produce composite structures that can outperform metal structures on a structural performance basis at competitive costs. This will facilitate increased usage of composite structures that will, in turn, increase weapon system effectiveness.

The Electronics Processing and Fabrication Subpanel addresses manufacturing technology for electronic materials, devices, integrated circuits, subassemblies, and subsystems. The scope includes digital electronics, analog microwave and millimeter wave electronics, and photonic and electro-optic technologies.

The Sustainment/Readiness subpanel was established by the JDMTP to address critical repair and re-manufacturing technologies for weapon system applications. The establishment of the subpanel is a clear recognition by the JDMTP of the criticality of life cycle support mandated by the extended operational life of fielded weapon systems.

Requirements

The contractor shall:

1.0 Provide technical, strategic and business analysis and planning support to MDA relevant to their participation in the Joint Defense Manufacturing Technology Panel (JDMTP)

1.1 Identify required activities and provide recommendations for the integration of MDA manufacturing technology needs and requirements into existing JDMTP processes and planning cycle to the MDA representative to the JDMTP.

1.2 Act as the MDA liaison with the JDMTP Subpanels in fostering MDA involvement in the subpanel's yearly activity calendar.

1.3 Analyze current and proposed ManTech programs of MDA and the Services/DLA to identify concerns, potential problems areas, requirements, and leveraging points.

1.4 Analyze joint issues or items of mutual interest within the JDMTP and the Subpanels and provide recommendations.

1.5 Assist MDA in developing initial plans for a joint MDA/DLA sponsored Defense Manufacturing Conference in 2006.

1.6 Provide historical background and insight about the JDMTP to MDA program managers, and assist in delineating their roles within the various Subpanels.

1.7 Provide independent technical assessments, updates and business evaluations on manufacturing technology areas and collaboration opportunities relating to government and non-government sponsored manufacturing initiatives. Assist in developing these opportunities into strategies that can be used to formulate manufacturing technology roadmaps.

2.0 Provide support to MDA in the assessment of crosscutting manufacturing technology needs and opportunities that can assist in the creation of collaboration alliances with government and non-government organizations. The contractor will acquire, with the approval of the COR, knowledgeable support if expertise for a specific manufacturing technology area is not available from their existing labor pool.

3.0 Provide quarterly written progress reports of all activities pertinent to this effort,

4.0 Provide trip reports

5.0 Provide monthly status of expenditures and funding.

6.0 Provide an annual and end of contract report summarizing the results of activities.

Personnel Requirements

Initial support requires a degreed engineer with at least 10 years of manufacturing/ industrial base experience. Recent familiarity with the JDMTP is preferred.

Additional support may include engineering, technical, management, and business

analyst personnel. The preferred contractor must demonstrate the ability to rapidly supply personnel across this range who have JDMTP experience.

Level of Effort and Funding

It is anticipated that about 676 hours are required to provide the initial support. It is estimated that this will require funding of \$94,000 including travel costs.

Period of Performance

Initial period of performance is 12 months, with four, one-year options (Total of 5 years).

Hours and Funding Estimates

- 7.0 Identify required activities and provide recommendations for the integration of MDA manufacturing technology needs and requirements into existing JDMTP processes and planning cycle to the MDA representative to the JDMTP. (80 to 120 hours)
- 8.0 Act as the MDA liaison with the JDMTP Subpanels in fostering MDA involvement in the subpanel's yearly activity calendar (110 to 140 hours)
- 9.0 Analyze current and proposed ManTech programs of MDA and the Services/DLA to identify concerns, potential problems areas, requirements, and leveraging points (70 to 90 hours)
- 10.0 Analyze joint issues or items of mutual interest within the JDMTP and the subpanels and provide recommendations (46 to 80 hours)
- 11.0 Assist MDA in developing initial plans for a joint MDA/DLA sponsored Defense Manufacturing Conference in 2006 (100 to 120 hours)
- 12.0 Provide historical background and insight about the JDMTP to MDA program managers, and assist in delineating their roles within the various subpanels (30 to 50 Hours)
- 13.0 Provide independent technical assessments, updates and business evaluations on manufacturing technology areas and collaboration opportunities relating to government and non-government sponsored manufacturing initiatives. Assist in developing these opportunities into strategies that can be used to formulate manufacturing technology roadmaps. (150 to 180 hours)
- 14.0 Provide support to MDA in the assessment of crosscutting manufacturing technology needs and opportunities that can assist in the creation of collaboration alliances with government and non-government organizations. The contractor will acquire, with the approval of the COR, knowledgeable support if expertise for a specific manufacturing technology area is not available from their existing labor pool. (90 to 120 hours)

Lower bound of hours per subtask above is: 676

Upper bound of hours per subtask above is: 900

Labor Categories**Hours**

1. Program Director	60
2. Program Manger	360
3. Senior Principle Engineer	20
4. Engineer	70
5. Project Analyst	166

**GOVERNMENT FURNISHED INFORMATION/GOVERNMENT FURNISHED EQUIPMENT AND
OTHER DIRECT COST LIMITATIONS**

June 10, 2005

GOVERNMENT FURNISHED INFORMATION

1. Access to PPBS Information:
2. Access to information of other contractors:

GOVERNMENT FURNISHED EQUIPMENT

1. Number of On Site Work Stations (including Computers): TBD (all On-Site workstations will be provided by the Government.)
2. GFE:

OTHER DIRECT COSTS

NTE: \$11,000.00 under CLIN 0002 and respective CLINs for each option year

1. Non-Local Travel
Anticipated Destination Anticipated Frequency

2. Other Costs: as authorized by the COR

DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION

The requirements of the DoD Industrial Security Manual
apply to all security aspects of this effort)

1. CLEARANCE AND SAFEGUARDING

a. FACILITY CLEARANCE REQUIRED

b. LEVEL OF SAFEGUARDING REQUIRED

2. THIS SPECIFICATION IS FOR: (X and complete as applicable)

X a. PRIME CONTRACT NUMBER
HQ0006-05-F-0015

b. SUBCONTRACT NUMBER

c. SOLICITATION OR OTHER NUMBER

Due Date (YYMMDD)

3. THIS SPECIFICATION IS: (X and complete as applicable)

X a. ORIGINAL (Complete date in all cases)

Date (YYYYMMDD)

2005/06/07

b. REVISED (Supersedes all
previous specifications)

Revision No.

Date (YYYYMMDD)

c. FINAL (Complete item 5 in all cases)

Date (YYYYMMDD)

4. IS THIS A FOLLOW-ON CONTRACT?

YES

X NO

If, Yes, complete the following:

Classified material received or generated under

(Preceding Contract Number) is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254?

YES

X NO

If, Yes, complete the following:

In response to the contractor's request dated _____ retention of the identified classified material is authorized for the period of _____

6. CONTRACTOR (Include Commercial and Government Entry (CAGE) Code)

a. NAME, ADDRESS, AND ZIP CODE

Tiburon Associates
2111 Wilson Blvd, Suite 700
Arlington, VA 22201

b. CAGE CODE

1WL06

c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)

Defense Security Service (S51KS)
2211 S. Clark St., 11th Floor
Arlington, VA 22202

7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE

b. CAGE CODE

c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)

8. ACTUAL PERFORMANCE

a. LOCATION

b. CAGE CODE

c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

Joint Directors of Manufacturing Technology Engineering Support

10. THIS CONTRACT WILL REQUIRE ACCESS TO:

a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION

b. RESTRICTED DATA

c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION

d. FORMERLY RESTRICTED DATA

e. INTELLIGENCE INFORMATION:

(1) Sensitive Compartmented Information (SCI)

(2) Non-SCI

f. SPECIAL ACCESS INFORMATION

g. NATO INFORMATION

h. FOREIGN GOVERNMENT INFORMATION

i. LIMITED DISSEMINATION INFORMATION

j. FOR OFFICIAL USE ONLY INFORMATION

k. OTHER (Specify) Unclassified BMDS Program-Related
Information (PRI).

11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:

a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER
CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY

b. RECEIVE CLASSIFIED DOCUMENTS ONLY

c. RECEIVE AND GENERATE CLASSIFIED MATERIAL

d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE

e. PERFORM SERVICES ONLY

f. HAVE ACCESS TO CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO
RICO, U.S. POSSESSIONS AND TRUST TERRITORIES

g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL
INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER

h. REQUIRE A COMSEC ACCOUNT

i. HAVE TEMPEST REQUIREMENTS

j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS

k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE

l. OTHER (Specify) COMSEC Acct - STU-III/STE Only

1. Encrypt External Electronic Communications.

2. Restrict access to Contractor's Unclassified LAN.

12. **PUBLIC RELEASE.** Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate Government authority. Proposed public release shall be submitted for approval prior to release.

☐ Direct ☒ Through (Specify):

Missile Defense Agency
7100 Defense Pentagon, ATTN: MDA/DC
Washington, DC 20301-7100

See also Block 13 - Reference Item 12

13. **SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes: to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

Continued on page 3

14. **ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to NISPOM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

See Items 10.j. and 11.i.

15. **INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

16. **CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

Marc Lesser

b. TITLE

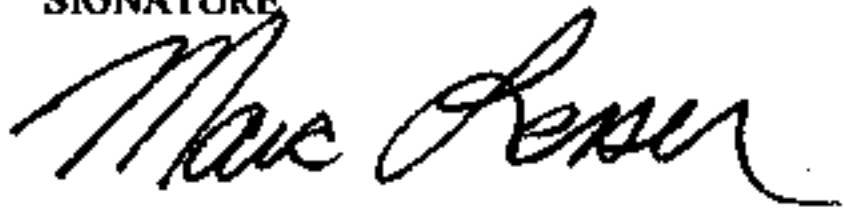
Contracting Officer

c. TELEPHONE (Include Area Code)

d. ADDRESS (Include Zip Code)

Missile Defense Agency
7100 Defense Pentagon
Washington, DC 20301-7100

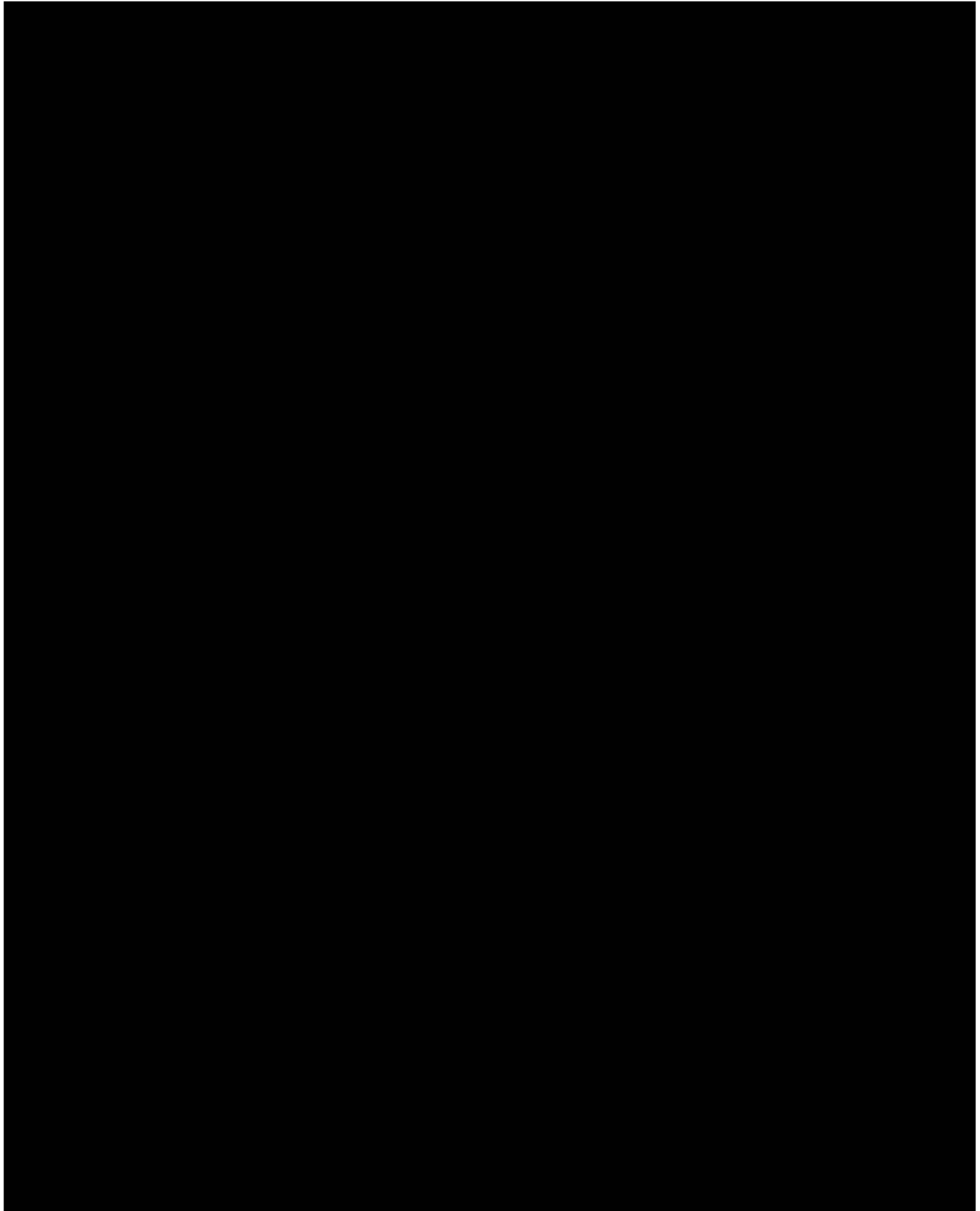
e. SIGNATURE



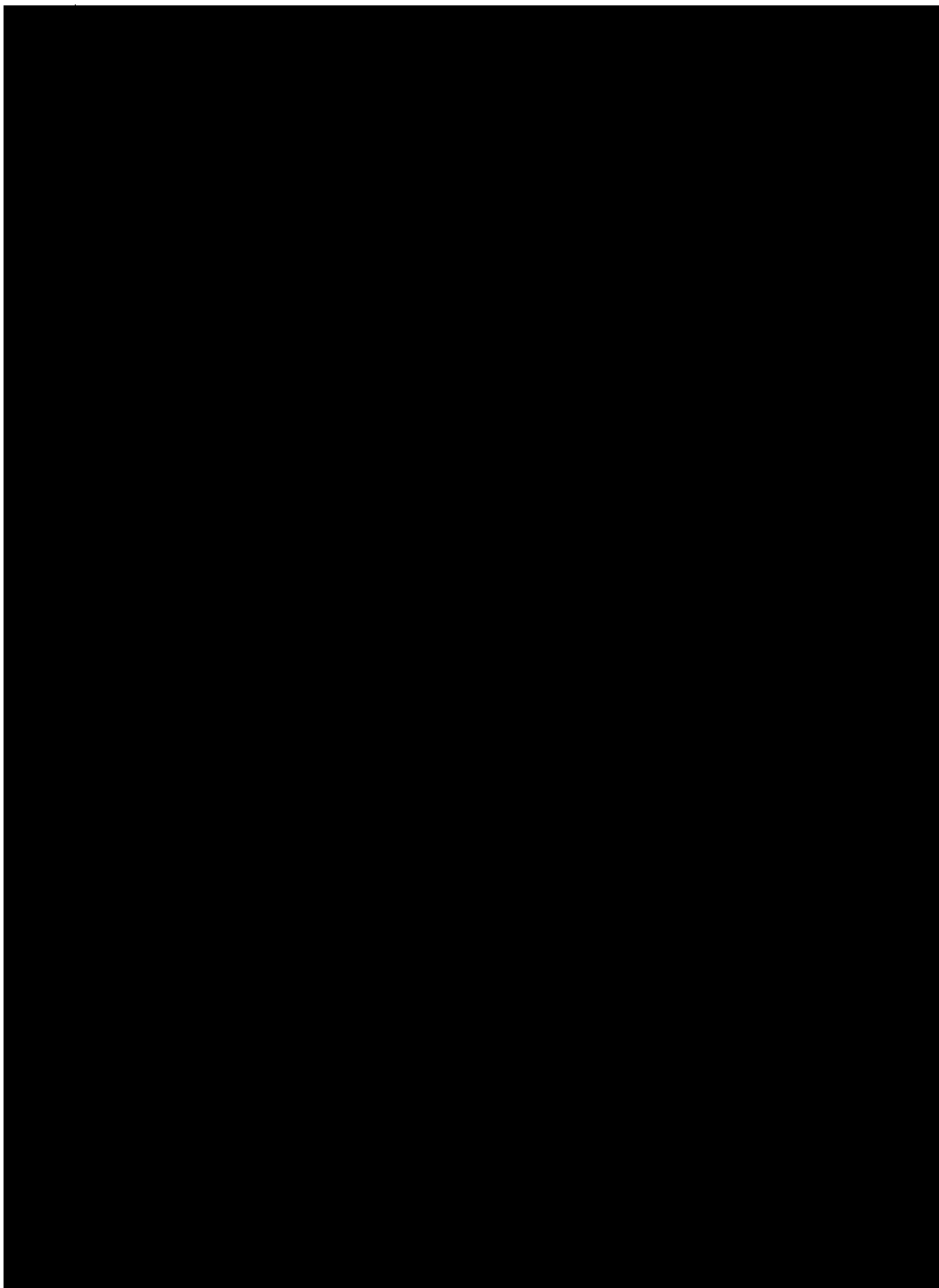
17. REQUIRED DISTRIBUTION

- | | |
|---|---|
| X | a. CONTRACTOR |
| | b. SUBCONTRACTOR |
| X | c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR |
| | d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION |
| X | e. ADMINISTRATIVE CONTRACTING OFFICER |
| X | f. OTHERS AS NECESSARY: MDA/SISO |

SECURITY GUIDANCE (BLOCK 13) CONTINUATION:



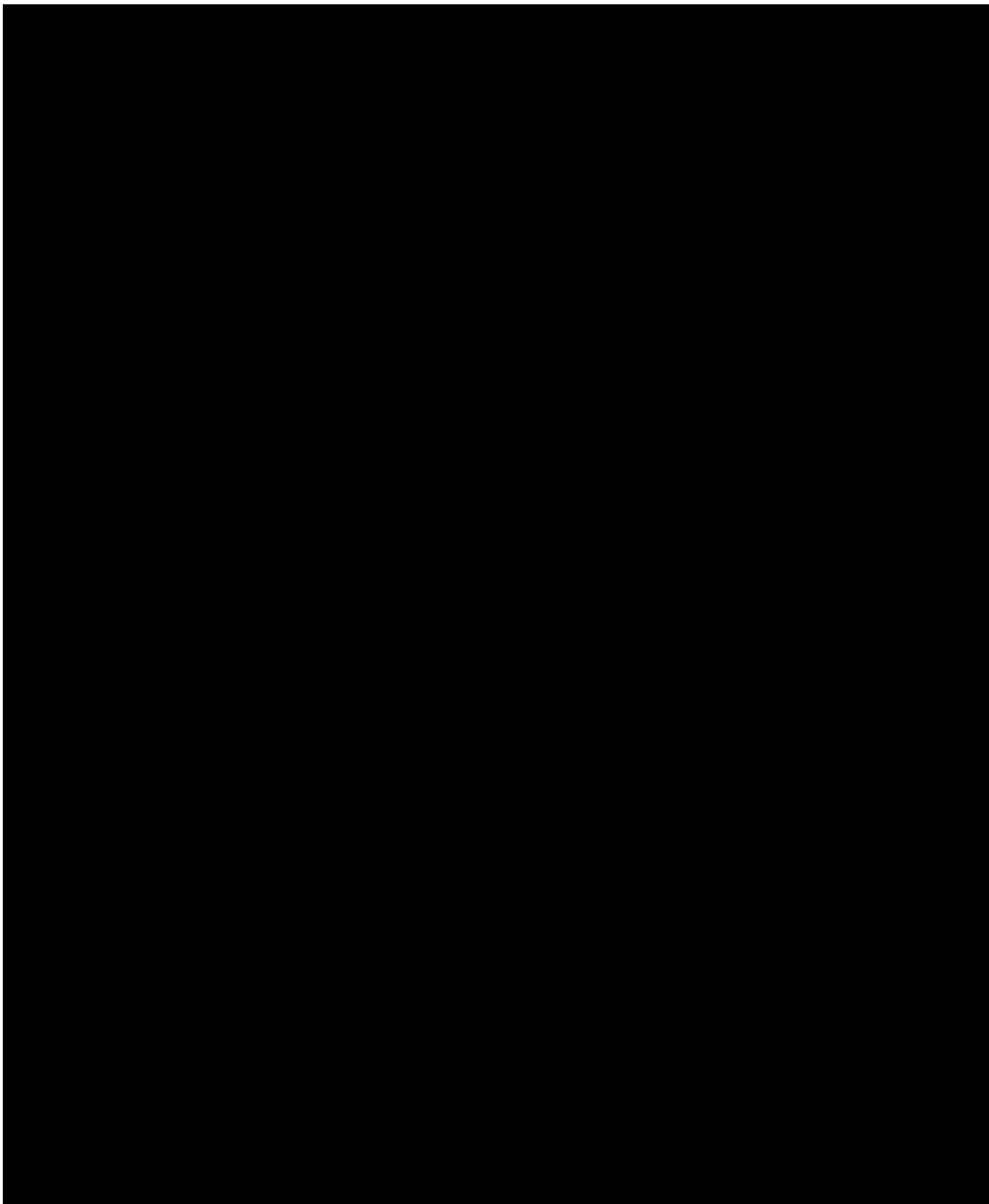
FOR OFFICIAL USE ONLY (when filled in)

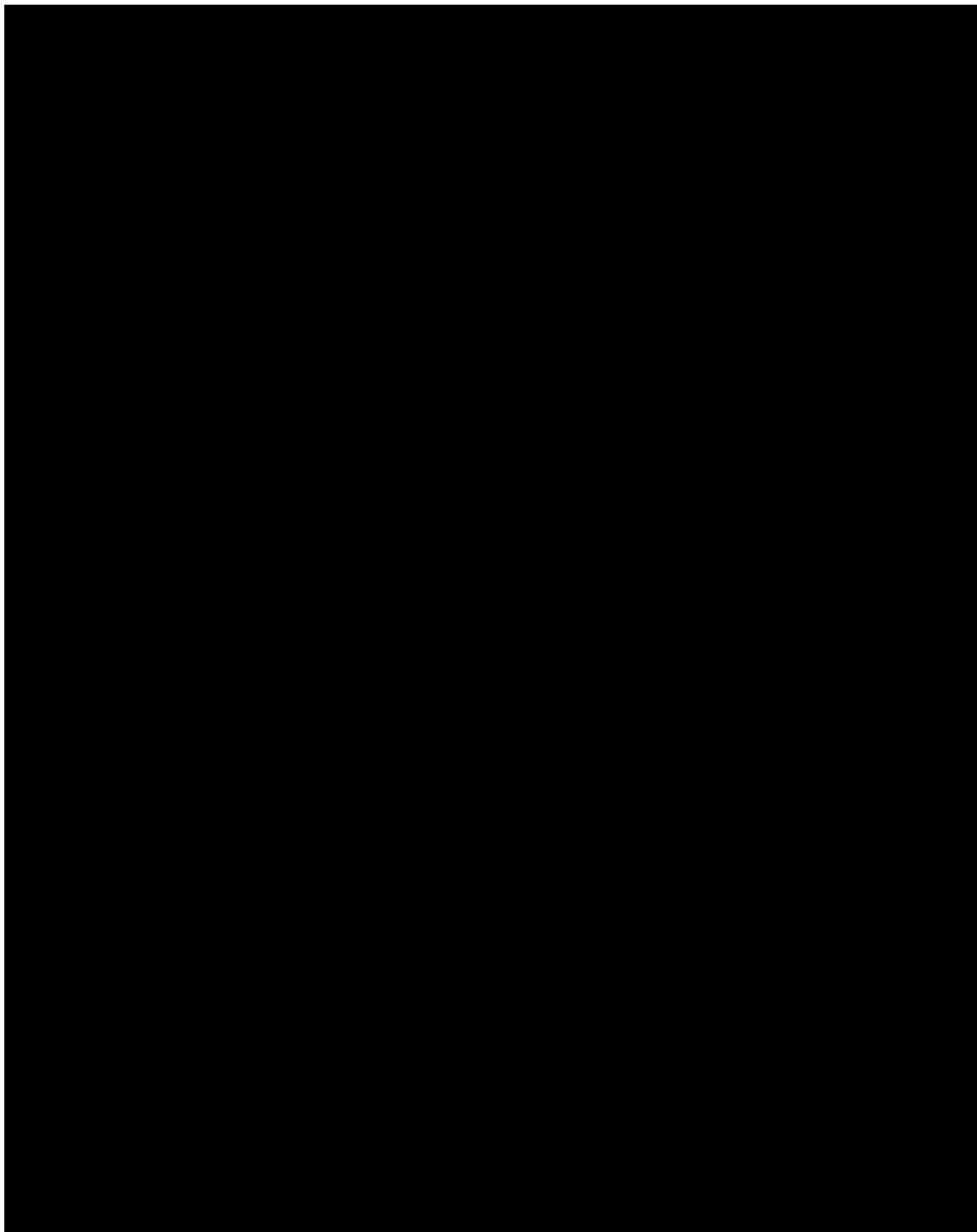


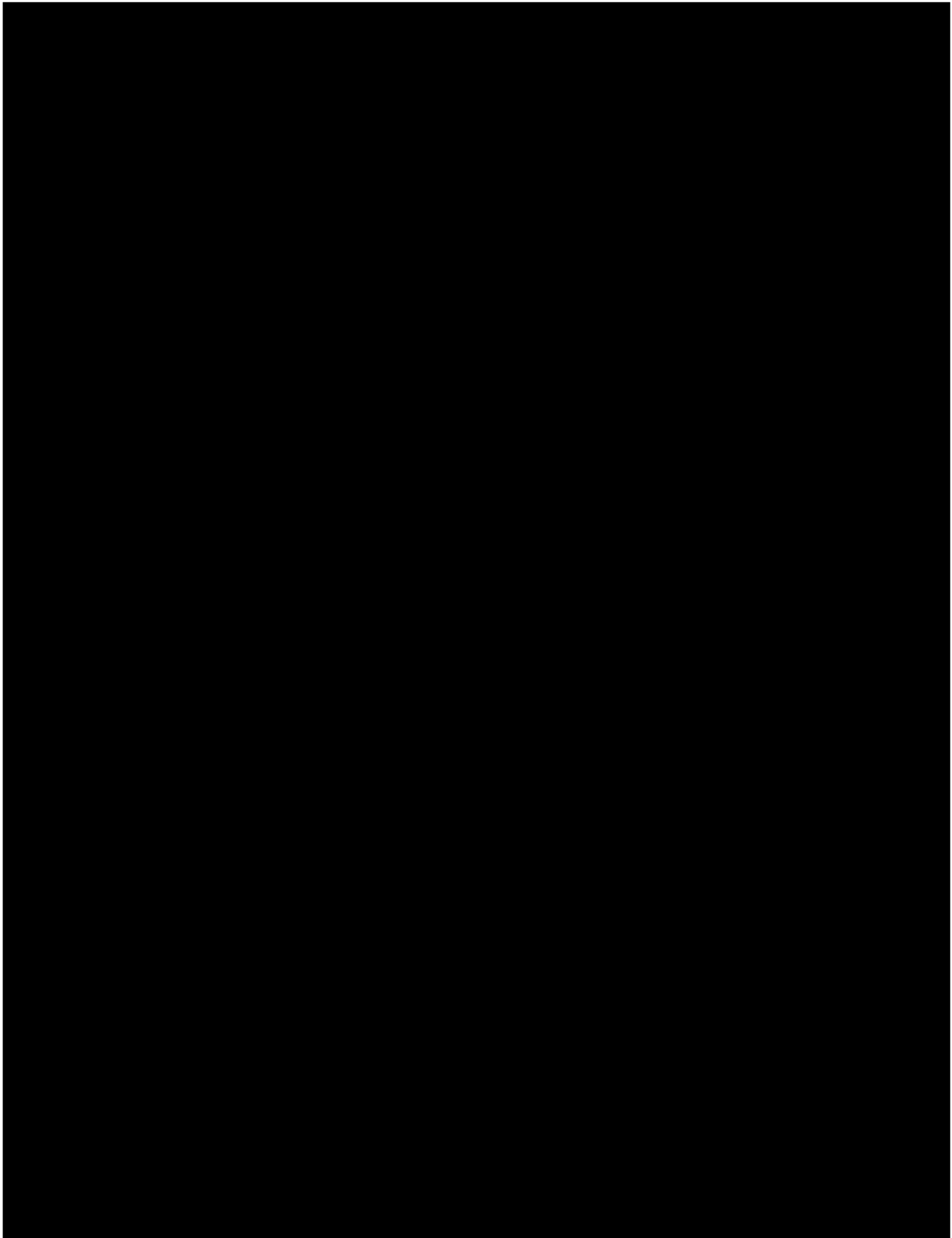
FOR OFFICIAL USE ONLY (when filled in)



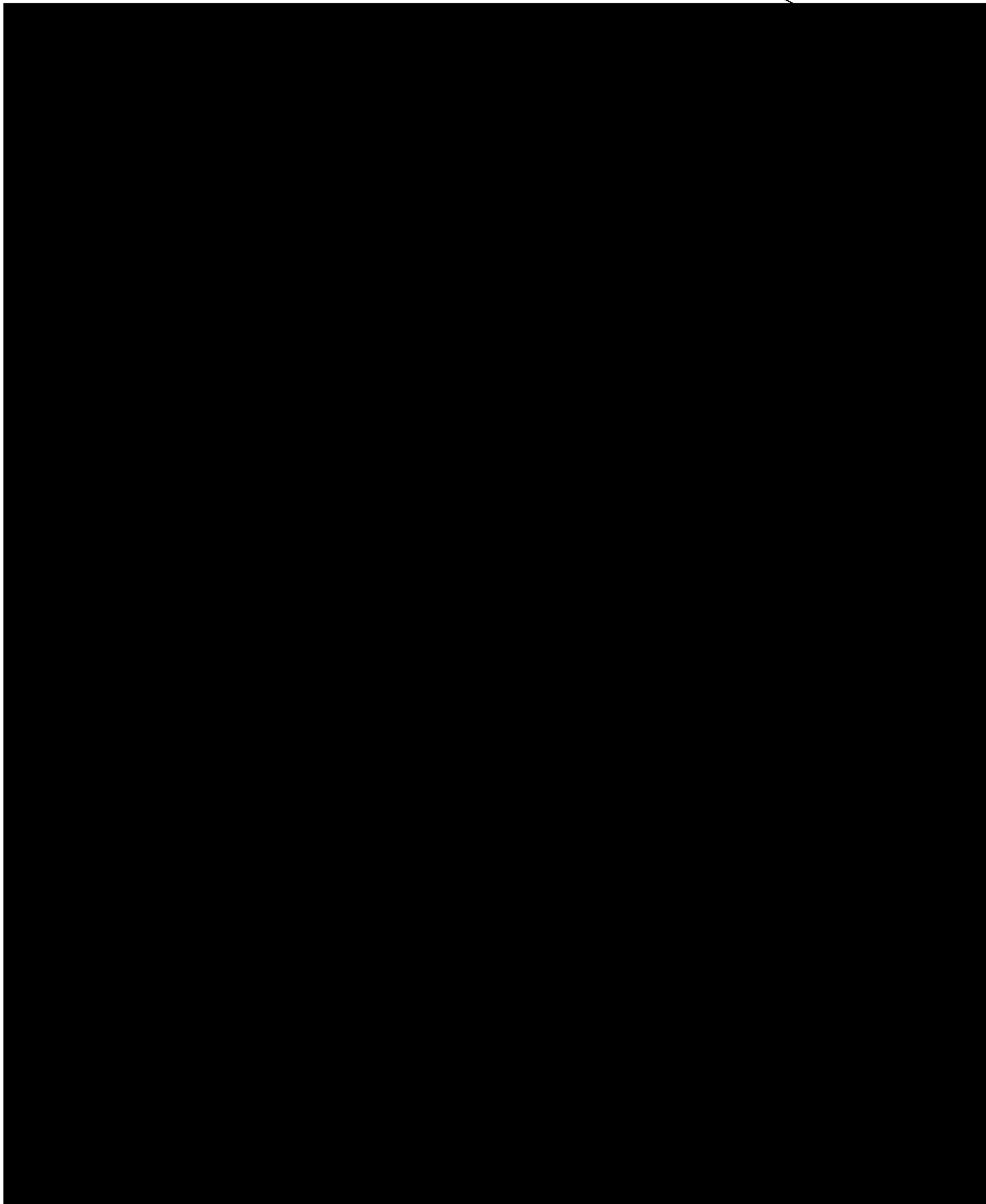
FOR OFFICIAL USE ONLY/BMDS PROGRAM-RELATED/PRIVACY ACT SUPPLEMENT







FOR OFFICIAL USE ONLY (when filled in)





**PLANNING, PROGRAMMING, BUDGETING, AND EXECUTION SYSTEM (PPBES)
NON-DISCLOSURE AGREEMENT**

MDA-related PPBE data: Current or future Planning, Programming, Budgeting and Execution (PPBE) data regarding any activity relating to the MDA Program or any of its projects regardless of the funding source or date of the document. Planning data defines the national military strategy; integrates the military forces necessary to accomplish that strategy; prioritizes the resources for effectively accomplishing the mission; and provides decision options. Programming data reflects the systematic analysis of missions and objectives to be achieved, alternative methods, and effective allocation of limited resources. Budgeting data are detailed financial estimates of the MDA Program or any of its related projects. Execution data relates to the recording of expenditures that document how the funds were spent.

CERTIFICATION

The undersigned understands, acknowledges, and agrees:

- a. To read and comply with the applicable provision of the "Contractor Access to Planning, Programming, Budgeting and Execution (PPBE) Data" clause of the contract indicated below.
- b. That any PPBE information entrusted to you ONLY shall be used in accordance with applicable DoD and MDA governing regulations, for the purpose for which it is provided, and within the contract Statement of Work/task order(s) under which you are employed.
- c. Not to divulge PPBE data (obtained directly or indirectly in the performance of the contract indicated below unless directed by the Contracting Officer) to any individual, except Government personnel whom you know to have a need-to-know and non-Government persons whom you know to have MDA authorization. Even though data becomes part of the public domain, you are bound by the provisions of this agreement not to confirm or deny questions regarding PPBE data. Inquiries by unauthorized persons should be referred to the contracting Officer's Representative or the Contracting Officer. (Verification of companies authorized to maintain PPBE data and individuals who have signed agreements can be obtained from the *MDA Contracting Officer or the Deputy for Program Integration, MDA.)
- d. Not to transport (by any medium), process, or maintain PPBE material outside a Government facility unless the removal or preparation of such data at the facility is accomplished in accordance with a company's plan approved by the MDA. (A plan is not required for personnel who have a fully executed agreement to transport, process or maintain such data at a Government or an MDA-approved Contractor facility.)
- e. To notify the *MDA Contracting Officer or Deputy for Program Integration, MDA promptly if any non-Government person(s) or company(s) requests access to PPBE data.

* Contracts awarded or managed by MDA.

Violation of this agreement may result in adverse contractual actions and/or criminal prosecution.

2. Date Signed
X

3. Individual Requiring Access - Name (Last, First, MI)

4. Employer Name

Tiburon Associates

5. Prime Contractor Name

Tiburon Associates

6. Prime Contract Number(s)

HQ0006-05-F-0015

7. Contract Period of Performance - Dates (To - From)

8/15/05 - 8/14/10

8. Primary Task Order, if Applicable

9. Briefly Describe the Activities that Require Your Access to MDA-related PPBE Data

10. COR/Government Employee Sponsor

a. Signature

b. Date Signed

c. Name (Last, First, MI)

AUTHORIZATION

11. Deputy for Program Integration, MDA

a. PPBES Access ☐ Approved

☐ Denied

b. Signature

c. Date Signed

c. Name (Last, First, MI)

Non-government personnel may be given access to PPBE data derived or extracted from the following PPBE documents as long as they have an approved non-disclosure agreement on file. The following list of documents is exemplary but not all inclusive:

(1) PLANNING

- (a) Strategic Planning Guidance (SPG)
- (b) Fiscal Guidance (when separate from SPG or Joint Planning Guidance)
- (c) Directors' Intent
- (d) Technical Planning Guide

(2) PROGRAMMING

- (a) Program Objective Memoranda (POM)
- (b) Joint Programming Guidance (JPG)
- (c) Future Year Defense Program (FYDP) documents (POM Defense Program, Procurement & RDT&E Annexes)
- (d) Program Change Proposals (PCPs)
- (e) POM Issue Papers
- (f) Proposed Program Reductions (Or Program Offsets)
- (g) Tentative Issue Decision Memoranda
- (h) Program Decision Memoranda

3) BUDGETING

- (a) Future Year Defense Program (FYDP) documents for September Budget Estimate Submission (BES) & President's BES including Procurement (P-1), RDT&E (R-1), & Construction (C-1) Program Annexes
- (b) Financial Control Board (FCB) Documentation
- (c) Classified P-1, R-1, & C-1 Program Annexes
- (d) Program Budget Decisions/Defense Management Review Decisions/Management Initiative Directives (MID)
- (e) Reports Generated by the Comptroller Information System (CIS)
- (f) Budget Change Proposals (BCPs)

4) EXECUTION

- (a) DD Form 1414 Base for Reprogramming
- (b) DD Form 1416 Report of Programs
- (c) Contract Award Reports
- (d) DD COMP (M) 1002 Appropriation Status by Fiscal Year Program
- (e) FCB Execution Review Documentation

Source: DoD Directive 7045.14